



**Montana Fish,
Wildlife & Parks**

**INVITATION FOR BID
THIS IS NOT AN ORDER**

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP# 040173

Bid Title: Latrines

Pages: 1-8

BIDS will be received and publicly opened at **2:00 p.m.** on:
Friday, April 2, 2004

Issued by:
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

**FWP# 040173
04/02/04**

RETURN YOUR BID TO:

**Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701**

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

**Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620**

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Phone: ()

Company Name/Address: (if different)

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 11/03

DELIVERY DATE

The DELIVERY DATE space on the quote sheets must be completed to indicate day, month and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient to establish quality must be submitted with each bid. Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. Fish, Wildlife & Parks, Purchasing Unit P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

ASPEN/GUNNISON SST ADA CONCRETE VAULT LATRINE

SPECIFIC BRAND

The following specifications identify specific brand requirements of this Limited Solicitation. Only quotations for the brand specified will be considered for award.

Delivery:

Bid to include cost of delivery and set up at locations and by dates identified below. A minimum of one-week notice must be given to agency contact prior to planned delivery date. Site preparation will be done by agency prior to delivery. Delivery is **required** on or before the dates listed herein and must be noted for each location, award will be based upon vendor's ability to deliver as required.

Full 5 foot ADA turning radius with ADA hardware to include grab bars, lever handles, toilet riser, and three-roll toilet paper dispenser mounted hardware. Door pull to meet ADA along with proper clearances.

Roof to have pitched and ingrained shingle pattern in concrete. Roof structure to be able to accommodate all Montana snow loading conditions.

Side to be finished in a "barnwood" concrete pattern.

Outside color to be dark brown, equal to Davis #641 stain enhanced product, or light brown. See color specification for each unit identified below.

Inside color to be white for walls and ceiling and dark gray for floors.

Interior finishes must be epoxy based with non-slip floor to meet Department of Public Health and Human Services requirements. Walls, floors and ceilings to be free of spalls, rock pockets or other defects.

Exterior barnwood finish must be free of excessive voids and uniform in color.

Must have either a full or split privacy screen in same finish as siding. See specification for each unit identified below.

All units must have a rear lockable cleanout hatch.

All units must have at least 12-inch diameter vent stack running from vault through roof.

All units must have minimum 800-gallon capacity storage tank and meet all NSF requirements for sealing.

All units must have natural opaque lighting either on sides or rear of unit.

Signage:

Unisex symbol and handicapped symbols on full screen toilets must be on blind face and entrance side of wall. Unisex symbol and handicapped symbols on through screen toilets must be on blind face and both left and right entrance walls.

Interior wall must have a recessed sign:

Please Do Not Put Trash In Toilets – It Is Extremely Difficult To Remove. Thank You.

DELIVERY LOCATIONS:

I. Aspen/Gunnison SST ADA Latrines with the following:

- A. Lost Creek State Park, near Anaconda
1.5 miles east of Anaconda on Montana 1, then 2 miles north on Secondary 273, then 6 miles west.

Each toilet door and jam must have an eight-inch sliding dead bolt that can be locked open and closed with a padlock. The dead bolt must be installed approximately two feet above each doorknob with vandal resistant rivets or bolts.

Color: To be determined after award of contract

Delivery on or before: June 30, 2004

Agency contact: Seth Brandenberger (406) 841-4008

One (1) Unit

The screen type, color and door swing to be determined after award of contract

Cost for (1) ONLY: \$ _____

Brand/Model Bid: _____

Delivery Date: _____

Warranty: _____

- B. Bannack State Park, near Dillon, MT
3 miles south of Dillon on I-15, then 20 miles west on Secondary 278, then 4 miles south on county road.

Each toilet door and jam must have an eight-inch sliding dead bolt that can be locked open and closed with a padlock. The dead bolt must be installed approximately two feet above each doorknob with vandal resistant rivets or bolts.

Color: To be determined after award of contract

Delivery on or before: June 30, 2004

Agency contact: Seth Brandenberger (406) 841-4008

One (1) unit:

The screen type, color and door swing to be determined after award of contract

Cost for (1) ONLY: \$ _____

Brand/Model Bid: _____

Delivery Date: _____

Warranty: _____

- C. Missouri Headwaters
4 miles northeast of Three Forks, off of Hwy 205, then onto Hwy 286

Each toilet door and jam must have an eight-inch sliding dead bolt that can be locked open and closed with a padlock. The dead bolt must be installed approximately two feet above each doorknob with vandal resistant rivets or bolts.

Color: To be determined after award of contract

Delivery on or before: June 30, 2004

Agency contact: Seth Brandenberger (406) 841-4008

One (1) unit:

The screen type, color and door swing to be determined after award of contract

Cost for (1) ONLY: \$ _____

Brand/Model Bid: _____

Delivery Date: _____

Warranty: _____

Total Cost of Items A-C \$ _____

AWARD PROCESS:

Award will be on an **all-or-none** basis.